INJUNCTIONS — ACTS RESTRAINED — OVERSTATEMENT OF MORTGAGE DEBT IN NOTICE OF SALE AS GROUND FOR INJUNCTION. — A substantial overstatement of the mortgage debt was made by a mortgagee in a notice of sale given in a foreclosure by advertisement. *Held*, that a temporary injunction restraining the sale until the amount of the debt is ascertained may issue in the discretion of the court. *Ekeberg* v. *Mackay*, 131 N. W. 787 (Minn.).

In this case there is no purely equitable right of redemption to give equity an exclusive jurisdiction. *Cf. Alston* v. *Morris & Co.*, 113 Ala. 506, 20 So. 950. However, unless the sale were restrained, the mortgagee would be able to bid the amount of the indebtedness claimed, without having to pay to the sheriff for the mortgagor the excess over the actual debt. REV. LAWS OF MINN., 1905, § 4466. To redeem under the statute, the mortgagor would have to tender the amount for which the land sold. *Dickerson* v. *Hayes*, 26 Minn. 100, 1 N. W. 834. It is true that the mortgagor could afterwards recover the excess at law. *Spottswood* v. *Herrick*, 22 Minn. 548. And this seems an adequate remedy for the money loss. But meanwhile the statutory right to redeem at the lower price, for which, if the notice had been correct, the land would probably have sold, is lost to him. Money damages for the loss of an interest in land being inadequate, equity protects that right *in specie*. The opportunity thus afforded mortgagors to delay a sale is a danger which may be guarded against by a proper exercise of the court's discretion.

INNKEEPERS — DUTIES TO TRAVELLERS AND GUESTS — WHO ARE GUESTS. — The plaintiff, a traveller, went to the defendant's inn and arranged to leave his horse there over night. He bought a drink of whisky and a cigar and departed. The horse was stolen that night without any fault of the defendant. *Held*, that the innkeeper is not liable. *Ticehurst* v. *Beinbrink*, 129 N. Y. Supp. 838 (Sup. Ct., App. T.).

In England and most American jurisdictions, including New York, an innkeeper is an insurer of his guest's property. *Morgan* v. *Ravey*, 6 H. & N. 265; *Hulett* v. *Swift*, 42 Barb. (N. Y.) 230, aff. 33 N. Y. 571. See BEALE, INNKEEPERS AND HOTELS, §§ 183–185. There is a conflict of authority as to whether a traveller, merely by leaving his horse at the inn, becomes a guest. The principal case, which seems to represent the sounder view, holds he is not a guest. *Healey* v. *Gray*, 68 Me. 489. The cases *contra* argue that the compensation due the innkeeper for feeding the horse is sufficient to make the owner a guest. See *Yorke* v. *Grenaugh*, 2 Ld. Raym. 866, 868; *Mason* v. *Thompson*, 9 Pick. (Mass.) 280, 285. They admit that the rule would be otherwise if the property were inanimate and no compensation were to be paid. See *Russell* v. *Fagan*, 7 Houst. (Del.) 389, 394, 8 Atl. 258, 260; *Yorke* v. *Grenaugh*, *supra*, 868. Compensation, therefore, seems to be the basis of these decisions. That should make the innkeeper liable as a bailee for hire, but it hardly seems that the contract of bailment should make the bailor a guest when he himself neither boards nor lodges at the inn and does not intend to do so. *Ingallsbee* v. *Wood*, 33 N. Y. 577. The fact that the plaintiff bought drink, if it established the relation of innkeeper and guest, should not affect the result of the case, for the relation had ceased at the time of the loss. *Hoffman* v. *Roessle*, 39 N. Y. Misc. 787, 81 N. Y. Supp. 291. See *Clark* v. *Ball*, 34 Colo. 223, 82 Pac. 529.

INSURANCE — WAIVER OF CONDITIONS — CONDITION FOR PARTIAL FORFEITURE. — A sick benefit policy provided that the insured's failure to notify the insurer of the illness within a certain time should limit the latter's liability to one-fifth of the amount it would otherwise have to pay. After breach of this condition the insurer denied any liability. *Held*, that the insurer may set